



County of Fairfax, Virginia

AMENDMENT

AMENDMENT NO. 6

APR 21 2017

CONTRACT TITLE: Fingerprint Identification System

CONTRACTOR

Morpho Trak, LLC
5515 E. La Palma Ave, Suite 100
Anaheim, CA 92807

SUPPLIER CODE

1000011602

CONTRACT NO.

4400006490

By mutual agreement, contract 4400006490 is hereby amended as follows:

- Contract 4400006490 is renewed for one (1) year, effective July 1, 2017 through June 30, 2018. This is the first of nine renewal options available.
- Add Attachment B, which extends the Maintenance and Support Agreement 001378-006 and updates Exhibit A, Exhibit B, and Exhibit C for the period of July 1, 2017 through June 30, 2018.

ACCEPTANCE:

BY: _____

(Signature)

Walt Scott

(Printed)

Vice President of Customer Support

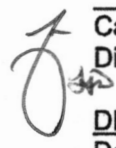
(Title)

04/11/2017

(Date)

All other prices, terms and conditions remain the same.


Steve Pierson, CPPB
Contracts Manager


Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION:

Department of Finance – Accounts Payable
FCPD – Mike Estelle/e
FCPD – Kerene Gordon/e
FCPD – Dave Russell/e
Contractor

DPMM, Contract Specialist – Yong Kim
DPMM, ACS, Team 1 – J. Waysome-Tomlin

Department of Procurement & Material Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpmm

Phone (703) 324-3201, TTY: 711, Fax: (703) 324-3228

Attachment B

Exhibit A

DESCRIPTION OF COVERED PRODUCTS

MAINTENANCE AND SUPPORT AGREEMENT NO. SA #001378-006

CUSTOMER: Fairfax County Police Department

The following table lists the Products under maintenance coverage:

Fairfax County/NOVARIS, VA			Year 10 7/1/2017 - 6/30/2018	
			9 X 5 Annual Maintenance	
Product	Sales Contract	Qty	Hardware	Software
AFIS - Fairfax County				
Backup Server	1440	1	\$223	N/A
Application Server	1440	1	\$416	\$6,517
19 LSS-R, 6 LSS-P, 2 LSS-ID	1440	27	\$37,266	\$33,299
Double-sided Tenprint Card Printer	1440	6	\$807	N/A
MorphoBSS Matcher Subsystem				
1 AMS DL350			\$2,018	\$96,869
1 DPS DL150				
3 AMP DL150	7008	5		
Total:			\$49,730	\$140,695
			\$181,415	
7/1/2017 - 6/30/2018				
Morpho BSS Phase II Upgrade				
MBSS Processor	15594	1	\$452	\$4,894
PDC/BDC	15594	2	\$365	N/A
ADS/WFM Server	15594	1	\$2,915	\$53,346
WAS Server	15594	1	\$365	N/A
DES	15594	1	\$479	\$4,894
Gateway Server	15594	1	\$252	\$9,786
Backend Cabinet and Accessories	15594	1	\$713	N/A
Review Station Software Licenses	15594	16	\$522	\$62,645
Expert Workstation with Scanner	15594	2	\$674	\$19,577
Expert Workstation with Scanner & Latent Camera	15594	5	\$9,135	\$46,942
Color Printers	15594	5	\$653	N/A
Total:			\$16,527	\$204,680
			\$220,813	
7/1/2017 - 6/30/2018				
Mobile ID				
MICO-CEBW08-B Morpho/ident	9118	220	\$50,561	N/A
MICO-CEBW08-B Morpho/ident	15268 / 16477	92	\$12,760	N/A

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Mobile ID Server	5140	4	\$1,369	N/A
MICO-CEB/WCB-B MorphIdent	5140	170	\$16,229	N/A
Tenprint Card Printers	5140	2	\$754	N/A
Total:			\$81,713	N/A
			\$81,713	
Added Equipment			7/1/2017 - 6/30/2018	
Latent Expert Workstations	21363	5	\$9,097	\$37,757
Total:			\$45,854	
Added Equipment			7/1/2017 - 6/30/2018	
MorphoMobile Gateway Servers	21269	4	\$705	N/A
Total:			\$705	
Existing Equipment			7/1/2017 - 6/30/2018	
Touchprint 5500 LiveScan System	8395	5	\$1,875	\$7,501
MorphoTrak LiveScan Stations	16477	3	\$1,596	\$5,385
Tenprint Card Printer 4 Tray	16477	3	\$243	N/A
Tenprint Card Printer 1 Tray	16477	5	\$124	N/A
LSS-R	5760	2	\$5,166	\$620
LSS-D	5760	2	\$4,612	\$581
Tenprint Card Printer	5760	5	\$702	N/A
LSS-D	6393	1	\$247	\$2,226
Total:			\$14,565	\$17,313
			\$31,878	
Workstation - Manassas City PD			7/1/2017 - 6/30/2018	
LiveScan Station Ruggedized	5500	1	\$694	\$2,634
Tenprint Card Printers	5500	1	\$694	N/A
Total:			\$1388	\$2684
			\$4,073	
Total			\$143,728	\$402,528
			\$546,252	
Volume 7% Discount			-\$38,238	
Grand Total			\$508,014	

				Year 10 7/1/2017 - 6/30/2018	
Washington Metro PD, DC					
MorphoBSS Matcher Subsystem					
1 AMS DL160		7681	5	\$2,001	\$105,572
1 DPS DL160					
3 AMP DL160					

Attachment B

		\$445,023
Volume 7% Discount		(\$31,152)
Grand Total		\$413,871

Montgomery County, MD			Year 10 7/1/2017 - 6/30/2018	
			OXS Annual Maintenance	
Product	Sales Contract	Qty	Hardware	Software
AFIS				
Printak BIS:1 Server Cabinet and Console1 KVM Kit1 Library1 Application Server	1441	N/A	\$11,261	\$25,418
MorphoBSS Matcher Subsystem 1 AMS DL350 1 DPS DL150 3 AMP DL140	7315	5	\$2,006	\$98,274
LSS-R	1441	1	\$1,390	\$5,561
Fingerprint/Palmprint Card Printer	1441	2	\$1,390	N/A
8 LSS-R pgmls002 pgmls003 pgmls004 pgmls005 pgmls006 pgmls007 pgmls008 pgmls009	1534	8	\$10,089	\$40,354
LSS-R	7981	1	\$551	\$4,058
Tenprint Card Printer	7981	1	\$267	\$0
Total:			\$25,567	\$174,554
			\$200,532	
Morpho BIS Phase II Upgrade			Year 10 7/1/2017 - 6/30/2018	
MBSS Processor	15612	1	\$422	\$4,847
FDC/BDC	15612	2	\$362	N/A
ADS/WFM Server	15612	1	\$351	\$35,674
RAID Array Subsystem	15612	1	\$1,145	N/A
Backup Tape Library	15612	1	\$327	N/A
WAS Server	15612	1	\$353	N/A
DES	15612	1	\$448	\$4,847
Gateway Server	15612	1	\$371	\$9,694

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Backend Cabinet and Accessories	15512	1	\$698	N/A
Review Station	15512	12	\$2,973	\$46,531
Expert Workstation with Scanner & Latent Camera	15512	2	\$3,511	\$19,386
Tenprint Card Printer	15512	2	\$237	N/A
Color Printers	15512	2	\$259	N/A
Total:			\$11,970	\$120,980
			\$133,130.00	
Total			\$38,125	\$285,545
			\$333,870	
Volume 7% Discount			(\$23,357)	
Grand Total			\$310,313	

Color Code	Meaning
Green	Prorated maintenance for the 6 month term of 07/01/2017-12/31/2017

*Items prorated are based upon Live Scan equipment upgrade that will occur within the next six months.

Annual Users' Conference	
Agency	Qty
Washington Metro PD, DC	5
Department of Forensic Sciences	2
Fairfax County Police Department, VA (1 Attendee is for Regional IT representative)	5
Fairfax County Sheriff's Department, VA	3
Loudoun County, VA	2
Arlington County, VA	2
Prince William County, VA	2
Alexandria City, VA	2
Montgomery County, MD	3
Prince Georges County, MD	3
29 UC per Year Maintenance Cost	\$84,250

Maintenance Summary (2017-2018)	
Fairfax County, VA	\$546,252
Washington Metro PD, DC	\$445,023
Montgomery County, MD	\$333,670
Users Conference Total:	\$94,250
Subtotal:	\$1,419,195
Less Volume Discount	-\$92,746
Full Term Fee Grand Total:	\$1,326,448

Attachment B

MAINTENANCE AND SUPPORT AGREEMENT NO. SA #001378-006

Exhibit B SUPPORT PLAN

This Support Plan is a Statement of Work that provides a description of the support to be performed.

1. Services Provided. The Services provided are based on the Severity Levels as defined herein. Each Severity Level defines the actions that will be taken by Seller for Response Time, Target Resolution Time, and Resolution Procedure for reported errors. Because of the urgency involved, Response Times for Severity Levels 1 and 2 are based upon voice contact by Customer, as opposed to written contact by facsimile or letter. Resolution Procedures are based upon Seller's procedures for Service as described below.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME	TARGET RESOLUTION TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning.	Telephone response within 1 hour of initial voice notification	Resolve within 24 hours of initial notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable workaround. Note that this may not be applicable to intermittent problems.	Telephone response within 3 Standard Business Hours of initial voice notification	Resolve within 7 Standard Business Days of initial notification
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround.	Telephone response within 6 Standard Business Hours of initial notification	Resolve within 180 days in a Seller-determined Patch or Release.
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow.	Telephone response within 2 Standard Business Days of initial notification	At Seller's discretion, may be in a future Release.
5	Customer request for an enhancement to System functionality is the responsibility of Seller's Product Management.	Determined by Seller's Product Management.	If accepted by Seller's Product Management, a release date will be provided with a fee schedule, when appropriate.

1.1 Reporting a Problem. Customer shall assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Seller's call intake center. Seller will notify the Customer if Seller makes any changes in Severity Level (up or down) of any Customer-reported problem.

1.2 Seller Response. Seller will use best efforts to provide Customer with a resolution within the appropriate Target Resolution Time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Seller diagnostics indicate that a Residual Error is present in the Software. Target Resolution Times may not apply if an error cannot be reproduced on a regular basis on either Seller's or Customer's Systems. Should Customer report an error that Seller cannot reproduce, Seller may enable a detail error capture/logging process to monitor the System. If Seller is unable to correct the reported Residual Error within the specified Target Resolution Time, Seller will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Seller, in its sole discretion, determine that such Residual Error is not present in its Release, Seller will verify: (a) the Software operates in conformity to the System Specifications (b) the

Attachment B

Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software. The Target Resolution Time shall not commence until such time as the verification procedures are completed.

1.3 Error Correction Status Report. Seller will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

2 Customer Responsibility.

2.1 Customer is responsible for running any installed anti-virus software.

2.2 Operating System ("OS") Upgrades. Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer should contact Seller to verify that a given OS upgrade is appropriate.

3 Seller Responsibility.

3.1 Anti-virus software. At Customer's request, Seller will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Seller will respond to any reported problem as an escalated support call.

3.2 Customer Notifications. Seller shall provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

3.3 Account Reviews. Seller shall provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

3.4 Remote Installation. At Customer's request, Seller will provide remote installation advice or assistance for Updates.

3.5 Software Release Compatibility. At Customer's request, Seller will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Seller's Software Supplemental or Standard Releases.

3.6 On-Site Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Seller's facilities. Seller shall decide whether on-site correction of any Residual Error is required and will take appropriate action.

4. Compliance to Local, County, State and/or Federal Mandated Changes. (Applies to Software and interfaces to those Products) Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to IBR, UCR, ECARS, NCIC and state interfaces are not part of the covered Services.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance and Support Agreement)

5. On-site Product Technical Support Services. Seller shall furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

5.1 Seller Response. Seller will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in Support Plan Options and Pricing Worksheet.

5.2 At Customer's request, Seller shall provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Seller access to the Equipment before the end of the PPM, Seller shall extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support shall be invoiced on a time and material basis at Seller's then current rates for professional services.

Attachment B

Exhibit C
SUPPORT PLAN OPTIONS AND PRICING WORKSHEET

Maintenance and Support Agreement # SA #001378-006 Date March 17, 2017 (REV.2)
New Term Effective Start July 1, 2017 End June 30, 2018

CUSTOMER: Address (1): Address (2): CITY, STATE, ZIP CODE: CONTACT NAME: CONTACT TITLE: TELEPHONE: FAX: Email:	Fairfax Co Police Department 4890 Alliance Drive Suite #2700 Fairfax, VA 22030 Mr. Dave Russell Director of NOVARIIS (571)350-1518 William.Russell2@fairfaxcounty.gov	BILLING AGENCY: Address (1): Address (2): CITY, STATE, ZIP CODE: CONTACT NAME: CONTACT TITLE: TELEPHONE: FAX: Email:	FCG - Accounts Payable PO Box 1147 Fairfax, VA 22036-1147
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For support on products below, please contact Customer Support at (800) 734-8241 or email at cscenter@morpho.com.

☐ AFIS System ☐ LiveScan™ Station ☒ MORPHO BIS System

STANDARD SUPPORT		ANNUAL FEE
<input checked="" type="checkbox"/> Advantage - Software Support	Fairfax County	\$ 546,252.00
<input checked="" type="checkbox"/> Advantage - Software Support	Washington Metro Police Department	\$ 445,023.00
<input checked="" type="checkbox"/> Advantage - Software Support	Montgomery County	\$ 333,870.00
<ul style="list-style-type: none"> 8 a.m. - 5 p.m. Monday to Friday PPM Unlimited Telephone Support Remote Dial-in Analysis Supplemental Releases & Updates Standard Releases & Updates Automatic Call Escalation Software Customer Alert Bulletins Telephone Response 2 Hour 		
STANDARD SUPPORT TOTAL		\$ 1,324,945.00
SUPPORT OPTIONS		ANNUAL FEE
<input checked="" type="checkbox"/> On-Site Hardware Support		\$ Included
<ul style="list-style-type: none"> 8 a.m. - 5 p.m. Monday-Friday PPM Next day PPM On-site Response Hardware Vendor Liaison Defective Parts Replacement Escalation Support Hardware Customer Alert Bulletins Hardware Service Reporting Product Repair Equipment Inventory Detail Management 		
<input checked="" type="checkbox"/> Parts Support		\$ Included
<ul style="list-style-type: none"> Parts Ordered & Shipped Next Business Day Parts Customer Alert Bulletins If customer is providing their own on-site hardware support, the following applies: <ul style="list-style-type: none"> Customer Orders & Replaces Parts Telephone Technical Support for Parts Replacement Available 		
<input type="checkbox"/> UPLIFTS		\$ N/A
<ul style="list-style-type: none"> Increase PPM to _____ Increase Response Time to _____ 		\$ N/A
SUPPORT OPTIONS TOTAL		\$ Included as checked
USERS CONFERENCE - NORTH AMERICA		ANNUAL FEE
<input checked="" type="checkbox"/> Users Conference Attendance (\$3,250 per Attendee)	Year 2018 Number Attendees Requested 29	\$ 94,250.00
<ul style="list-style-type: none"> Registration fee Roundtrip travel for event Ground transportation to/from the conference airport to the conference hotel Hotel accommodations Daily meals 		
USERS CONFERENCE TOTAL		\$ 94,250.00

Prepared by: Andy Sandoval, Tel: (714)688-3192, E-mail: andrew.sandoval@morpho.com

SUPPORT SUBTOTAL* \$ 1,324,945.00
LESS VOLUME DISCOUNT: \$ (92,746.00)
USERS CONFERENCE TOTAL: \$ 94,250.00
FULL TERM FEE GRAND TOTAL* \$ 1,326,449.00

*Exclusive of taxes if applicable

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)